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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE ADONI OILSEEDS AND OIL EXCHANGE LIMITED, ADONI

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S. O. 1162, dated the 4th May, 1960 has been obtained on the 2nd December, 1966 to the following amendments made to the Bye-laws of the Adoni Oilseeds and Oil Exchange Limited, Adoni, the same having been previously placed on the Notice Board of the Exchange, pursuant to section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

1. In sub-clause (IV) of Bye-law 26 of the "Important Bye-laws and provisions for non-transferable specific delivery contracts for groundnut oil" the following words shall be deleted, viz.:

"or fails to pay the amount of margin due from him within 48 hours from the making of the contract"

2 Bye-law 27 shall be deleted and Bye-laws Nos. 28, 29, 30 and 31 shall be renumbered as 27, 28, 29 and 30 respectively.

3. In Bye-law 25, paragraphs (1) (b) and 2 (b) shall be deleted and the following substituted:

"(1) (b) close the contract either on the same or on the subsequent day after the day on which the notice was received by him as the parties may agree and claim from the seller the difference between the contract rate and the spot rate registered by the Exchange for that day."

"(2) (b) Close the contracts either on the same or on the subsequent day after the day on which notice was received by him as the parties may agree and claim from the buyer the difference between the contract rate and the spot rate registered by the Exchange for that day."

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4. Bye-law 252 of the Bye-laws of the Exchange shall be deleted and the following substituted:

"Any person desirous of enrolling himself as a licensed broker shall apply to the Secretary of the Exchange in the prescribed form with recommendation from two members of the Exchange along with an admission fee of Rs. 15 and an annual brokership fee of Rs. 15 and Security by a member of the Exchange of Rs. 300.

The reduced admission and brokership fees shall come into force from 1st September 1966 with retrospective effect."

T. RAMAMURTHI
Secretary

Adoni Oilseeds & Oil Exchange Ltd.,
Adoni

NOTIFICATION BY THE HYDERABAD OILS AND SEEDS EXCHANGE LTD., HYDERABAD, A.P.

The approval of the Secretary, Forward Markets Commission, under Sub-section 1 of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry, Notification No. S.O. 1162, dated 4th May 1960, has been obtained on the 3rd December 1965 to the following amendments made to the Bye-laws of the Hyderabad Oils & Seeds Exchange Ltd., Hyderabad.

"as per annexure"

In pursuance of proviso to Sub-section (4) of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission, has been obtained for dispensing with, in the interest of the trade, the condition of previous publication of the above amendments.

V. P. SETH
Secretary

The Hyderabad Oils & Seeds Exchange Ltd.
Hyderabad, A.P.

Dated: 21-12-1965.

**THE HYDERABAD OILS & SEEDS EXCHANGE
LTD., KISHENGUNJ, HYDERABAD, A.P.**

ANNEXURE

**Bye-laws for Non-transferable specific delivery contracts
in Groundnut oil**

Definition "Non-transferable specific delivery contracts" means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with Bye-laws 1 to 12.

(1) Bye-laws 1 to 12 are additional bye-laws relating to non-transferable specific delivery contracts for groundnut oil. All the other bye-laws of the Association as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with in and are not repugnant to these additional bye-laws.

Provided that the provisions in the other bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts for groundnut oil.

(2) Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at Hyderabad.

(3) The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

(4) All non-transferable specific delivery contracts shall be made in the prescribed form, serially numbered and supplied by the Association. The Contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Association forthwith and the fourth to be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

(4A) Every member shall send to the Association periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors.

(5) (a) The Board of Directors of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Exchange has notified that such contracts are permitted.

(6) Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant bye-laws.

(7) No non-transferable specific delivery contract, once entered into shall be settled mutually or by off-setting or by hawala or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these bye-laws.

(7) (A) The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Exchange in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Exchange in writing setting forth the reasons for extension of time. The Board of Directors or Sub-Committee appointed for this purpose shall have absolute discretion to extend or not the delivery time.

(8) With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors (Whenever it finds necessary or if called upon by the Forward Markets Commission) may ask the members to furnish the following, as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Exchange

- (i) Copies of the bill claiming monies;
- (ii) numbers of the cheques issued for payment;
- (iii) railway receipt number or the delivery order number, the date of delivery etc.
- (iv) other relevant particulars to show the mode of delivery.

(8) (A) Subject to the provisions of Bye-law (8) (C) :

(1) In case the seller fails to give delivery, the buyer shall exercise any of the following options :

- (i) Buy on the seller's account either railway receipt or ready goods, on the subsequent day of the date of delivery (due date) and claim from the seller the difference of the contract price and the purchase price.
- (ii) Close the transactions on the due date and claim from the seller the difference between the contract rate and the rate registered by Exchange.
- (iii) Cancel the contract.

(2) The buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8) (B) Subject to the provisions of Bye-laws (8) (C) :

(1) In case the buyer refuses to accept a railway receipt or delivery instructions or if he fails to take delivery of the goods against the delivery instructions, the seller shall exercise any of the following options :

- (i) Sell on the buyer's account railway receipt or ready goods before the end of next working day of the day on which the buyer refuses to accept the railway receipt or delivery instructions and claim from the buyer, the difference of contract price and sale price.
- (ii) Close the contract on the day on which the buyer refuses to accept the railway receipt or delivery instructions or the buyer fails to take delivery of the goods against delivery instructions and claim difference between the contract price and the rate registered by the Exchange.
- (iii) Cancel the contract on the day on which the buyer refuses to accept railway receipt or delivery instructions or the buyer fails to take delivery of the goods against the delivery order.

(2) The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8) (C) In each of the cases mentioned in bye-laws (8) (A) and (8) (B) the buyer and the seller shall communicate to the Exchange in writing the failure or refusal, as the case may be within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause 1(ii) or 1(iii) of bye-law (8) (A) or (8) (B), explain the reasons why he preferred the option. If he has exercised his option given

in clause 1(i) of bye-law (8)(A) or (8)(B), the party shall give particulars of the purchase or sale, as the case may be effected by it.

The Board of Directors or a Sub-Committee appointed by it in this behalf shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause (1)(i) of bye-law (8)(A) or (8)(B), it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit after giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board of Directors may frame suitable rules under the bye-laws with the concurrence of the Forward Markets Commission.

(9) (a) The Board of Directors of the Exchange may with the approval of the Commission, require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific

delivery contracts at the Exchange at such rates as may be fixed by the Board.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

(10) No member shall enter into any non-transferable specific delivery contract for groundnut oil otherwise than on the terms and conditions prescribed under these bye-laws. Nothing contained in this bye-law shall apply to a non-transferable specific delivery contract for groundnut oil entered into on the terms and conditions prescribed in the bye-laws of another recognised association between members of that association or through or with any such member.

(11) Any non-transferable specific delivery contract entered into for groundnut oil which at the date of the contract is in contravention of the provisions of any of the bye-laws (4), (5), (6), (7) and (10) shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

(12) The delivery period, delivery centres, quantity and quality specifications in respect of non-transferable specific delivery contract shall be as specified in the respective contract.

THE HYDERABAD OILS & SEEDS EXCHANGE LTD.

KISHENGUNJ, HYDERABAD—A. P.

Statement in respect of non-transferable specific delivery contracts in groundnut oil entered into by members.

(To be submitted in duplicate weekly on or before Tuesday covering business done during the week-ending preceding Saturday)

Member's Registered No.

Name of Member.
For the week from.

to

Date	Sr. No. of Contract	Quantity (in tonnes) (Contract-wise)		Delivery period	Name of seller/buyer	Price per 10 kg	REMARKS
		Purchase	Sale				
1	2	3		4	5	6	7

TOTAL

I/We hereby declare that the above is a true and complete statement of non-transferable specific delivery contracts in groundnut oil entered into by me/us during the week mentioned above.

Note—

- (i) All purchase contracts entered into should be mentioned first in the statement followed by sales contracts
- (ii) For facility of easy references, members are advised to give serial numbers of contracts.

Signature of Member.

Date.

LOSTS

The Government Promissory Notes Nos. BY 289651, BY 289650 and BY 218913 of the 3 per cent conversion loan of 1946 for Rs. 10,000, Rs. 2,000 and Rs. 1,000 respectively, originally standing in the name of Chimanlal Chhotatal, Swarupchand Kapurchand, Sankalchand Govindji and Sobhagchand Raichand or any two of them, the proprietors, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the advertiser.—The Secretary, Shri Atmanand Jain, Gurukul,

Residence.—Zagadia via Anklashwar.

The Government Promissory Note No. DH 010910/11 of the 3½ per cent loan of *Nation Plan Loan 1964* for Rs. 1000 & Rs. 500 respectively originally standing in the name of *Reserve Bank of India* and last endorsed to *Balmukand* the proprietor, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note(s) and the interest hereupon has been stopped at the Public Debt Office Reserve Bank of India, New Delhi and that application is about to be made(s) for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser.—Shri Balmukand S/o Shri Noon Karan Das, V. & P.O. Bawal, Teh. Rawari, Dist Gurgaon (Punjab).

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

CHANGE OF NAME

I, hitherto known as BHAGWAN DASS son of Shri CHAUDHURY GIANI RAM, employed as Daftri in O/O, the Accountant General, C.W. & M., residing at D-349, Kidwai Nagar, New Delhi-3, have changed my name and shall hereafter be known as BHAGWAN SINGH.

It is certified that I have complied with other legal requirements in this connection.

BHAGWAN DASS

(Sd. in existing name)

FORM NO. 155

(See Rule 329)

Members Voluntary Winding-up

Name of Company.—Mining and Geological Syndicate Pvt. Ltd. (In Vol. Liq.)

Notice convening final meeting

Notice is hereby given in pursuance of section 497, that a general meeting of the members of the above-named company will be held at Joyti Sadan, New Ramdaspath, Nagpur on the 28th day of February, 1967, at 3-00 o'clock in the afternoon for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the liquidator and also of determining by a special resolution of the company the manner in which the books, accounts and documents of the company and the liquidator shall be disposed of.

Dated this 4th day of January 1967.

R. N. GUPTA
Liquidator